

# Terms & Conditions

## Terms & Conditions

Please read through these to ensure you fully understand your commitment and our obligations.

### Version 3.0

Utilita Energy Limited Copyright 2018

Registered in England & Wales Company Number: 04849181

Utilita Energy Limited, Secure House, Moorside Road, Winchester, SO23 7RX



## UTILITA TERMS

### 1 YOUR AGREEMENT WITH US

This section explains that you are entering into a legally binding agreement, describes how and when your Contract for Services starts and what to expect at the start of your journey with us. 'Services' includes gas, electricity and any other products we may offer such as telecoms or broadband.

1.1 We are Utilita Energy Limited, of Secure House, Moorside Road, Winchester, Hampshire SO23 7RX, registered in England – 04849181 – and with VAT number: 823818422.

1.2 You agree that you are the owner or occupier of the building or dwelling, and it is used for domestic purposes only ("Premises") (or you will be at the time you require the Services to start) and that you are able to enter into this Contract.

1.3 Your Contract with us includes your Application which you completed in person over the phone or online; these Terms; your Tariff Information Sheet (which contains your prices and payment method) and any promotional offers made to you as part of your Application. Some of our Services have special terms, and we will tell you about these terms when you ask us to provide those Services.

1.4 Your Contract starts on either the date you sign your Application; when you verbally agree to contract with us over the phone; or the date we receive your completed online Application.

1.5 We will give you details of our current prices as part of your Application. Our current tariffs are also available online at [www.utilita.co.uk/prepayment/utilita-tariffs](http://www.utilita.co.uk/prepayment/utilita-tariffs) or by contacting our Customer Service Team. We will charge you VAT at the applicable rate for all Services we supply.

1.6 If you change your mind about using our Services, you have a 14 day cooling off period starting on the date you enter into the Contract with us in which you can cancel the Contract. To do this you can sign and return the cancellation form enclosed with your Welcome Book, email us, or call the Customer Services Team. Your Contract will be cancelled from the date that we receive your notification to cancel and we will not supply any Services to you.

### 2 STARTING YOUR SUPPLY WITH US

This section explains when and how we will begin supplying Services to you.

2.1 Unless you ask us to start supplying Services earlier, we will not provide you with Services under this Contract before the end of the cooling off period, however we may start the process of transferring you to our supply during this time. Your Supply Start Date will be either:

- a date which we have agreed with you or when we have registered you as a customer; or
- in cases where a meter or junction box must be connected before supply can start, when the meter or junction box is actually connected. ("Supply Start Date").

2.2 Before we start to supply energy Services, we may need a meter reading(s). You can give this by phone or email. If you do not give a meter reading we may either estimate a reading, or ask one of our representatives to visit your Premises to take a meter reading. You agree that you will allow access to your Premises for our representative to do this safely.

#### Switching Supply

2.3 We aim to complete the transfer from your existing energy supplier within 21 days from the end of your cooling off period. If you have not given us the information that we need, the switch may be delayed. If your existing supplier objects to the switch your Contract will still exist and we will work with your existing supplier to try to complete the transfer of supply for you.

2.4 We do not guarantee that it is possible to switch suppliers. If we cannot make the switch for any reason we will contact you to tell you, and we will end your Contract. Whether or not you leave the Premises, if you change your energy supplier, you still have to pay all unpaid sums owed against your account. If you are a prepayment customer we may be able to transfer your supply under the Debt Assignment Protocol. To find out more about the Debt Assignment Protocol, please visit [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

2.5 If you have a prepayment meter at your Premises and transfer to us using the Debt Assignment Protocol we will transfer any existing debts onto your new meter(s). If you have a credit account and we have agreed to accept your debt, we will transfer the debt onto your new account. Any payments you make to us, will be split between any unpaid sums owed and ongoing energy usage we supply.

### 3 YOUR SMART METER

Our service is designed around the use of Smart Meters. This may be an electricity and/or gas meter, together with associated communications equipment, and an In-Home Display ("Smart Meter"). This section explains how we install and manage a Smart Meter and how data is collected.

If you do not have a Smart Meter, you will continue to use your existing metering equipment until a Smart Meter is installed. We will supply through the existing equipment, although you will not have access to all our services. Obligations and responsibilities in these Terms apply to both Smart Meters and existing metering equipment.

#### Installing a Smart Meter

3.1 If you do not have a Smart Meter at your Premises, or we cannot operate the meter you do have, we may install one for you. We will arrange an appointment with you for the installation. If you cancel on the day, we may charge you for the cancelled appointment.

3.2 We will supply you on our Smart Meter tariffs even if you do not have a Smart Meter installed until we are able to complete the installation. If you repeatedly refuse to allow us, or our representatives, to install a Smart Meter, we may transfer you onto our Premium Energy Tariff, for non-Smart Meter usage. As this may be more expensive, we will give you 14 days' notice of this change.

#### Looking after your Smart Meter

3.3 Your Smart Meter is owned by us, or our representatives. You are responsible for looking after your Smart Meter, and for keeping all pipes, fittings and equipment in good working order. You agree not to remove or damage or allow anyone else to remove or damage, the Smart Meter or any other metering equipment (including the communications equipment or keypad or display). If you notice any damage or tampering, you must tell us straight away. We may charge you for the costs of repairing or replacing damaged equipment where it has not been looked after properly, this may include replacement top up cards or In-Home Displays.

3.4 We may be able to repair, or update your Smart Meter, or change it to prepayment, remotely without the need to visit your Premises in person.

#### Collecting Data from Your Smart Meter

3.5 Your Smart Meter will record data about your energy usage and technical data from the meter and send the data to us. We will collect data automatically and you do not need to do anything unless you want to change the frequency of the data we collect. The collection of data may happen once a day or at different intervals. We will charge you for your energy using information about your usage collected from your Smart Meter(s). If we cannot access data from the Smart Meter(s), we may need to estimate your usage.

3.6 The Smart Meter records data half-hourly. We would like to use this data in order to ensure we minimise the costs of energy, but can only obtain it with your consent. By entering into this Contract you are opting in, and giving your consent to allow us to collect this half-hourly data. We will continue to collect this half-hourly data unless you tell us not to.

3.7 We do not need your consent to collect a monthly meter reading. We will collect daily meter data every day unless you contact us to ask us not to.

3.8 We will remind you at intervals what data collection frequency you have chosen and how you can change this if you want to. If you do not tell us to make a change, we will continue to use your existing choice.

3.9 If you do not have a Smart Meter or we cannot connect to your Smart Meter to collect data, you will need to continue to provide us with meter readings, in which case we make ask you for meter readings at intervals.

### 4 USING AND PAYING FOR SERVICES

You agree to pay us for the Services that you use. This section explains how we charge for our Services, how you can pay us and how we deal with payment difficulties.

#### Prepayment Services

4.1 Where you choose to use prepayment, you can top up your meter using the top-up card that we supply to you via a range of options which are described in more detail in our Code of Practice on Paying for your Energy at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

#### Payment after receiving a Bill

4.2 If you chose to receive a bill for payment, you must pay by the date set out on the bill. We will usually issue bills monthly or quarterly. Details of how to pay a bill are set out in our Code of Practice on Paying for Your Energy at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

### Using our Apps to monitor your balance and Pay for your Services

4.3 You may use our Apps to review your account information and pay your bill and any outstanding charges. Before using our Apps you will be asked to accept additional terms and conditions. You can only use these Apps if you consent to your data (including but not limited to data about your account, your meter and meter readings) being transferred to us. You will also need to consent to us collecting and using half hourly data from your Smart Meter for us to be able to provide these optional Services.

### What to do if you are struggling to Pay for our Services

4.4 If you have any difficulty in making payments for our Services or believe that you will have difficulty, you should contact us as soon as possible to explain your position so we can work with you to try and help you. If you are living with a vulnerable person it is even more important that you contact us as soon as you get into payment difficulties.

4.5 You can find more information on how we deal with payment difficulties in our Customers in Difficulty Code of Practice which you can find at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

### Delays in Payment

4.6 If you do not pay for our Services or do not pay in a timely manner, we may incur additional costs related to recovering the payment from you, which we will pass on to you. We may ask you to pay for our Services by an alternative method.

4.7 If you dispute a charge, please let us know as soon as possible. You are responsible for paying any undisputed charges.

4.8 If you are late in making a payment, we may impose a late interest charge at a rate of 4% above our nominated high street bank base rate. We may also charge a Payment Administration Fee as set out in our Code of Practice on Paying for your Energy at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

4.9 If you have more than one account with us, we may use money paid to one account to pay off outstanding money owed to us on your other accounts.

4.10 If we are concerned about your ability to pay the charges relating to your supply if you are a credit customer, or if we are concerned that you may bypass or damage a meter, we may ask you to pay us a fair and reasonable security deposit. Unless we notify you otherwise, this security deposit will be returned to you within 12 months after we receive the deposit from you. We may use this security deposit to offset sums owed to us.

### Revenue Protection and Illegal Use

4.11 Any action or attempt by you to amend or bypass any metering equipment, misuse a prepayment meter, consume energy without paying for it, or use the supply of energy for illegal activities may constitute a criminal offence.

4.12 Where we become aware of inappropriate behaviour or an allegation an offence may have been committed, we will investigate these allegations and will act in accordance with our regulatory standards. This may include passing information about you to the police.

4.13 Where we undertake revenue protection activities this may result in extensive charges being made to your account including (but not limited to) the cost of any investigation, warrants and associated costs, and the costs of any subsequent court case.

4.14 You can find out more information about our revenue protection activities by reading our Paying for your Energy Code of Practice at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

## 5 MANAGING YOUR ACCOUNT

This section explains how we will operate your account on a day to day basis, and how we will engage and interact with you.

5.1 You are responsible for ensuring the information you have given us is accurate and up to date. We ask you for an email address in your Application, and we will use this to contact you unless you ask us to use an alternative email or other form of communication. We may also communicate via SMS or social media where appropriate.

5.2 If you do not want us to contact you electronically, for example, because you do not have or cannot use email, please tell our Customer Services Team who will update your account preferences.

5.3 You are responsible for ensuring that you, and your household, co-operate with us in the supply of the Services, and comply with the requirements in these Terms.

### Your Priority Needs

5.4 If you have special or priority needs in relation to a Service then you must let us know either by calling our Customer Service Team or by writing to us at our address below. We publish a series of codes of practice that may be applicable to your circumstances and you can access these on our website at [www.utilita.co.uk/contact-us/help-and-advice](http://www.utilita.co.uk/contact-us/help-and-advice)

5.5 We will only offer these priority services where we are informed, and you give us consent to include your details on our confidential register of customers with special or priority needs. This enables us to respond appropriately to your needs.

### If we need to visit you

5.6 You agree to allow us, our representatives or the network operator, to have access to your Premises at any time in an emergency, or where there is danger to people or property or where any statutory rights are being enforced, and at other times on reasonable notice to install, inspect, monitor, repair, replace renew, operate or disconnect your Smart Meter or other metering equipment. Please ensure that it is easily accessible when we or our representatives visit.

5.7 We may also need to visit you to work on your meter if you report any fault or problem with the meter to us.

5.8 We understand that to access the meter or equipment we are visiting your home, and for further information on what happens when we need to access your Premises and the security measures we can put in place, please read our Code of Practice on Arrangements for Site Access at [www.utilita.co.uk/codes-of-practice](http://www.utilita.co.uk/codes-of-practice)

### Changes to these Terms of your Contract

5.9 From time to time we may need to make changes to these Terms, your prices or tariff information, or our Privacy Information Notice. We will publish changes online, or in other communications with you. Where we can do so and you have not told us this is not suitable for you, all such communications will be given electronically.

5.10 If we seek to change any of the terms of your Contract to your disadvantage (including increasing our prices) we will give you a minimum of 30 days' notice in writing of the change, explaining the reason for the change, when it will take effect and the impact on you. Where we give you notice of a price change, we will only apply that change from the date we have told you.

5.11 If, following a notice, you wish to cancel the Contract, and we receive notice to switch suppliers within 20 days of the change taking effect, we will treat the change as ineffective and we will not apply the change in the period before you complete the switch to your new supplier, provided that the new supplier takes over your supply in a reasonable period of time.

5.12 If you have an outstanding debt, we may prevent your proposed transfer to a new supplier and tell you this is the case. If you pay your debt within 30 working days of us telling you, you can still transfer your supply and we will treat the change as ineffective.

5.13 If you are a prepayment customer and as a result of the above you want to change your supplier, please tell us about your switch as soon as possible so we can adjust the amount you have paid if we need to.

### Queries on your Account/What to do if you are unhappy with our Services

5.14 We try to provide an excellent service, but recognise that you may not always be happy with us or our Services. A copy of our Complaints Handling Procedure can be accessed at [www.utilita.co.uk/contact-us/complaints](http://www.utilita.co.uk/contact-us/complaints) This will give you further information about our timescales for dealing with complaints and what you can do if you are not satisfied with our handling of your complaint, including contact details for the Energy Ombudsman where your complaint relates to the supply of energy.

## 6 ENDING YOUR SUPPLY WITH US

From time to time it may be necessary to temporarily or permanently stop supplying Services to you under this Contract. This section explains the circumstances in which we and you are able to bring the Contract to an end.

### If you wish to Cancel the Contract

6.1 If you wish to cancel this Contract you must give us notice to do so. You can contact us via email, our website or by calling the Customer Services Team.

6.2 If you are moving to a new home, you must tell us 2 working days before you move and provide a closing meter reading if you are not a prepayment customer. If you have a Smart Meter we may take this remotely if

you have consented to data collection. If you do not give us an accurate meter reading, you may be required to pay us the difference between the estimated bill and the next meter reading.

6.3 If you do not tell us that you are moving, you will be responsible for paying for any energy used until either 2 working days after you do tell us or the date on which another person takes over the Premises.

6.4 If you wish to switch to a different energy supplier the Contract will continue until the switch is completed. We have the right to object to your proposed supply transfer for a number of reasons under our licence, including but not limited to: to prevent a mistake by another supplier, if you confirm you have not entered into a contract with a new supplier or where you have any outstanding charges or payments due under your account.

6.5 Even if you have cancelled this Contract or left the Premises, you will remain liable for any energy you have consumed, and any unpaid sums owing on your account, including emergency and/or friendly credit which has not been repaid. We may take reasonable steps to locate you and recover any sums owed to us after you have cancelled the Contract, and we may charge you additional sums to cover our costs to do so.

#### **If we wish to Suspend or Cancel the Contract**

6.6 Sometimes we have to stop or restrict the supply of Services, or we may refuse to supply our Services under this Contract where:

- you have not paid for the Services that you are receiving from us, and are refusing to engage with us to address the non-payment issue;
- you are not carrying out your responsibilities under these Terms;
- we are required to cut-off your supply under any of the utility industry arrangements under which we are operating;
- there is danger to the public or property if we continue with the supply of energy;
- in any circumstances permitted under the terms of our Licence, or in law or regulation.

6.7 Except in an emergency, we will try to work with you to minimise the interruption in the supply. If the suspension of the supply of Services is temporary, we will explain that to you. If the suspension is not temporary, we may cancel the Contract immediately.

6.8 We may cancel this Contract immediately if you are no longer the owner or occupier of the Premises or Ofgem or another relevant authority directs another supplier to supply energy to the Premise.

6.9 We may cancel this Contract at any time by giving you at least 3 months' notice in writing. Unless you have told us otherwise, this notice may be issued by email.

6.10 If we lose our licence to supply Services to you, either you or we can cancel this Contract immediately.

6.11 Termination of this Contract will not affect any existing rights or obligations that you or we may have.

6.12 If you switch to another supplier, we will automatically refund any unused credit on your prepayment meter if you pay by prepayment. If you are a credit customer or pay by direct debit, any unused credit balance on your account will be included in your final bill and a refund issued if necessary.

6.13 You agree that we may transfer charges, credit or information relating to your energy to a new supplier in accordance with the law and regulations, including to enable us to manage any outstanding payments owed to us.

## **7 OPTIONAL PROVISIONS**

#### **Fixed Term Contract Supplemental Terms**

7.1 We may offer a Fixed Term Contract option. If so, and you would like to choose this, you will be asked to accept additional terms and conditions which will be provided to you as part of your application and which would then form part of your Contract.

#### **Green Deal Supplemental Terms – only applies to customers on the Green Deal**

7.2 Utilita is a Green Deal Supplier. If you would like to use our Green Deal Services you will need to sign up to our Green Deal Terms. You can find further information on the Green Deal, including our Green Deal Terms, please contact our Customer Services by emailing [customerservices@utilita.co.uk](mailto:customerservices@utilita.co.uk)

## **8 ADDITIONAL INFORMATION**

#### **Standard Terms of Connection for the Supply of Electricity Only**

8.1 Your local electricity distribution network operator has appointed us as an agent to obtain an agreement with you on standard terms of connection. We cannot start to supply you with electricity, if that is what we are agreeing to do, until that agreement is in force.

8.2 You agree that under this Contract we are supplying you with electricity and that we are acting on behalf of your electricity distribution network operator to agree with you a connection to the electricity distribution network. This Contract does not give you a legal right to have electricity delivered. The agreement is between you and the network operator and is subject to the National Terms of Connection (NTC). The NTC is a legal agreement which affects your rights and it will start when you enter into this Contract. To obtain a copy of the NTC or to ask any questions about it, please write to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London, SW1P 2AF, phone 020 7706 5137, or you can find relevant information on the internet at [www.connectionterms.co.uk](http://www.connectionterms.co.uk).

#### **Our Liability to You**

8.3 We do not limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation.

8.4 We are only responsible for foreseeable loss or damage that is caused by our failure to comply with these Terms or the Contract we have with you, or where we do not use reasonable skill and care. If you suffer loss as a result of our failure under this Contract, our total aggregate liability to you for all claims is limited to £10,000 for any one event or series of connected events in any 12 month period.

8.5 We are not responsible for unforeseeable losses, or any other loss or damage that you may incur which is not an obvious consequence of our failure, or where the failure is due to circumstances that are beyond our reasonable control. We are not responsible for any indirect, special or consequential losses you may suffer, including but not limited to any business losses or disruption to business activities carried out at the Premises.

8.6 If we cannot supply the Services to you because of a third party provider (such as the network operator) our total liability to you is limited to the amount that we recover on your behalf from that third party.

#### **Managing Personal Information**

8.7 We collect data about you, your household, and your meter so we can provide the Services to you and to comply with our regulatory obligations. We explain what information we collect and what we use it for in our Privacy Information Notice which is online at [www.utilita.co.uk/privacy-notice](http://www.utilita.co.uk/privacy-notice) or you can call our Customer Services Team if you need a hard copy.

## **9 MISCELLANEOUS TERMS**

9.1 Sometimes we are required by law or regulation to transfer your Contract with us to another supplier without getting your consent, for example, if Ofgem tells us to do so.

9.2 Your Contract with us is personal to you, and you are not entitled to transfer it to another person without our written consent.

9.3 We may transfer or subcontract all or any part of our obligations to third party who holds appropriate authorisation, and your rights will not be affected. If you have paid a Security Deposit this will also be transferred.

9.4 Nothing in this Contract affects any statutory rights you may have under law.

9.5 If any part of this Contract is found to be invalid or unenforceable by any competent authority, this will not affect the validity of the remaining provisions of the Contract.

9.6 We can enforce any rights and obligations under this Contract even if there is a delay in doing so.

9.7 If the address of the Premises is in England or Wales, this Contract shall be governed by the laws of England and Wales and disputes arising shall be dealt with by the English courts. If the address of the Premises is in Scotland, your statutory rights are not affected.